# **EXHIBIT 3**



October 26, 2023

Via Fed Ex

Jericho Plaza Portfolio, LLC c/o AMI Management 101 Hudson Street, Suite 1703 Jersey City, NJ 07302

RE: 2 Jericho Plaza, Jericho, NY, Agreement of Lease dated March 27, 2020, by and between G&I IX Jericho Plaza, LLC and 1-800-Flowers.com, Inc.

## Dear Landlord,

I am writing to you today regarding the lack of services provided to our premises and landlord's duty to "maintain the parking lots, grounds and other exterior improvements at the land upon which the building is located in a first-class manner, including, without limitation, repair, snow and ice removal, parking lot striping, exterior lighting and the like."

The following parking lot issues have been ongoing for over six months and despite repeated attempts by your management team to address said issues, as of today's date there have been no results towards a resolution.

#### **Parking Lot Striping:**

 Our designated parking areas have been unreadable for well over six months and we have experienced multiple complaints of unauthorized persons parking in those spots. The areas were finally repainted the prior week.

## Landscaper:

- The landscaping has numerous issues with weeds throughout the entire lot.
- The parking lot has not been cleaned in months.
- There is nothing where the flowers were other than weeds.

Out of ten dead trees, nine were removed but one remains. This dead tree poses a severe safety hazard and pose a severe risk to those entering and exiting our building.

### Security:

 Parking lot patrolling has resumed after 9 months yet still not performed in accordance with the lease agreement.

Based on the above delays in repairs and services occurring for approximately six months or so, tenant hereby requests a one month rent credit for lack of reasonable parking lot maintenance and landscaping services for the past six months.



In addition to the above, we have several "Critical Services" that also have gone without repairs for several months. Per our lease Section 4.4, please see below request for specific performance.

"PLEASE TAKE NOTICE THAT TENANT HEREBY REQUEST THAT LANDLORD MAKE THE FOLLOWING REPAIRS: 1. 2<sup>ND</sup> FLOOR FLOWERS WING B REAL ESTATE SERVICE ELEVATOR AND 2. FIRE EXIT DOORS FOR THE BUILDING NOT CONTAINING THE LEGAL HOLD OPEN DEVICES, WHICH HAVE RESULTED IN A LOSS OF CRITICAL SERVICES PURSUANT TO THE LEASE AND WHICH ARE DEEMED CRITICAL REPAIRS PURSUANT TO THE LEASE. FAILURE TO COMPLETE SUCH CRITICAL REPAIRS AND RESTORE SUCH CRITICAL SERVICES WITHIN TEN (10) BUSINESS DAYS FROM RECEIPT OF THIS LETTER OR TO COMMENCE TO CURE SUCH CRITICAL REPAIRS AND RESTORE SUCH CRITICAL SERVICES WITHIN TEN (10) DAYS OF RECEIPT OF THIS LETTER AND PROCEED DILIGENTLY TO COMPLETE SUCH CRITICAL REPAIRS AND RESTORE SUCH CRITICAL SERVICE SHALL ENTITLE TO TENANT TO PERFORM SUCH CRITICAL REPAIRS AND APPLY THE REASONABLE AND ACTUAL OUT-OF-POCKET COSTS OF SUCH CRITICAL REPAIRS AGAINST THE NEXT MATURING MONTHLY INSTALLMENTS OF BASIC RENT DUE UNDER THE LEASE."

Thank you in advance for your prompt attention to the above matters.

Sincerely,

**Ottavio Mattia** 

Director, Lease Administration Real Estate & Construction

Cc: Brian McGee

SVP, Real Estate and Construction

1-800 Flowers.Com, Inc.